IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of:	)
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Michael G. MIKURAK	) Group Art Unit: 3622
	)
Application No.: 09/444,774	) Examiner: Arthur D. Duran
	)
Filed: November 22, 1999	) Confirmation No.: 9073
	)
For: ENHANCED VISIBILITY DURING	)
INSTALLATION MANAGEMENT IN A	)
NETWORK-BASED SUPPLY CHAIN	)
ENVIRONMENT (as amended)	)

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Alexandria, VA 22313-1450

Sir:

APPEAL BRIEF UNDER 37 C.F.R. § 41.37

In support of the Notice of Appeal filed February 27, 2009, Appellant submits this Appeal Brief pursuant to 37 C.F.R. § 41.37, along with an Amendment under 37 C.F.R. § 1.116(b)(2), and encloses a fee of $540.00 as set forth in 37 C.F.R. § 41.20(b)(2).

The time period for filing the Appeal Brief is one month from the date of receipt of the Notice of Panel Decision from Pre-Appeal Brief Review. One month from the date of mailing of the Notice of Panel Decision from Pre-Appeal Brief Review is May 17, 2009, a Sunday. Accordingly, this Appeal Brief is timely filed on or before May 18, 2009.

This Appeal responds to the rejections of claims 70, 73-76, 82-87, 90-93, 99-104, 107-109, and 112-115 in the Final Office Action dated August 27, 2008 (hereinafter "Office Action").

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I.   Real Party in Interest

The real party in interest for this appeal is Accenture LLP, a California corporation.

II.   Related Appeals and Interferences

There are currently no other prior or pending appeals, interferences, or judicial proceedings known to Appellant, Appellant's legal representative, or the Assignee, which may be related to, directly affect, be directly affected by, or have a bearing on the Board's decision in this appeal.

III.   Status of Claims

Claims 1-69, 71-72, 77-81, 88-89, 94-98, 105-106, and 110-111 are canceled.

No claims are withdrawn from consideration but not canceled.

There are 28 claims pending. Claims 70, 73-76, 82-87, 90-93, 99-104, 107-109, and 112-115 are pending and stand rejected[1].

The rejection of claims 70, 73-76, 82-87, 90-93, 99-104, 107-109, and 112-115 under 35 U.S.C. § 103(a) is being appealed.

IV.   Status of Amendments

Appellant files an Amendment Under 37 C.F.R. § 1.116(b)(2 with this Appeal Brief. The Amendment proposes to correct obvious grammatical errors in claim 112 and to add a claim limitation into independent claim 104 that is already present in the other independent claims, specifically claim 70 and 87, in order to make the recited elements in claim 104 more consistent

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[1] The Office Action at page 1 omits pending claim 73 from the list of claims that were examined, but later on page 1 and on page 8 identifies claim 73 as being rejected. Appellant treats claim 73 as pending and rejected. The Office Action also contains rejections of claims that had already been cancelled. For example, at page 1, the Office Action identifies cancelled claims 77-81, 94-98, and 110-111 as being rejected, and at pages 9-11, details reasons for rejections of cancelled claims 77-81, 94-98, and 110-111. Appellant treats the rejections as applicable only to pending claims.

with the recited elements of claims 70 and 87.. As of the filing of this Appeal Brief, the Amendment had not yet been entered.

V.   Summary of Claimed Subject Matter

A.   Independent Claim 70

Independent claim 70 recites a method 700 (Specification Pg. 33, lines 18-20; Figure 7, ref. 700) for a framework manager (Pg. 29, lines 22-25; Figure 2, ref. 206) to provide installation management of a service in a network-based supply chain framework between at least two independent business entity users such as service providers (Pg. 29, line 16; Figure 2, ref. 204), vendors, resellers, manufacturers (Pg. 29, line 15; Figure 2, ref. 202) and the like.

The method comprises causing a framework manager using a network (Pg. 19, line 17; Figure 1, ref. 135) to (Pg. 30, lines 16-19; Figure 3, ref. 302)(a) receive information via the network including information relating to a service provided by a service provider from the service provider (Pg. 33, lines 19-22; Figure 7, ref. 702); (b) receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer (Pg. 33, lines 22-24; Figure 7, ref. 704); and (c) use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings (Pg. 33, lines 24-25; Figure 7, ref. 706). Evaluating factors include cost and service provider requirements (Pg. 31, lines 8-18; Figure 4, ref. 408), speed of time to site integration, speed of acquisition (Pg. 30, line 33 - Pg. 31, line 2; Figure 4, ref. 402), duplication reduction, procurement rationalization, transportation rationalization (Pg. 31, lines 2-4; Figure 4, ref. 404), and reduced inventories (Pg. 31, lines 5-6; Figure 4, ref. 406).

The method also comprises causing a framework manager using a network to (d) use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool (Pg. 33, line 32 - Pg. 34, 2; Figure 6, ref. 208) which facilitates the transfer of the information received from the service provider and the information received from

the manufacturer (Pg. 33, lines 25-26; Figure 7, ref. 708). The framework manager provides installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users (Pg. 33, line 28 - Pg. 34, line 14).

B.   Independent Claim 87

Independent claim 87 recites a system (Pg. 29, lines 14-19; Figure 2, ref. 200) for a framework manager (Pg. 29, lines 22-25; Figure 2, ref. 206) to provide installation management of a service in a network-based supply chain framework between at least two independent business entity users such as service providers (Pg. 29, line 16; Figure 2, ref. 204), vendors, resellers, manufacturers (Pg. 29, line 15; Figure 2, ref. 202) and the like.

The system comprises a network (Pg. 19, line 17; Figure 1, ref. 135) having a framework manager operating thereon to (Pg. 30, lines 16-19; Figure 3, ref. 302) (a) receive information via the network including information relating to a service provided by a service provider from the service provider (Pg. 33, lines 19-22; Figure 7, ref. 702); (b) receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer (Pg. 33, lines 22-24; Figure 7, ref. 704); and (c) use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings (Pg. 33, lines 24-25; Figure 7, ref. 706). Evaluating factors include cost and service provider requirements (Pg. 31, lines 8-18; Figure 4, ref. 408), speed of time to site integration, speed of acquisition (Pg. 30, line 33 - Pg. 31, line 2; Figure 4, ref. 402), duplication reduction, procurement rationalization, transportation rationalization (Pg. 31, lines 2-4; Figure 4, ref. 404), and reduced inventories (Pg. 31, lines 5-6; Figure 4, ref. 406).

The system also comprises the network having a framework manager operating thereon to (d) use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool (Pg. 33, line 32 - Pg. 34, 2; Figure 6, ref. 208) which

facilitates the transfer of the information received from the service provider and the information received from the manufacturer (Pg. 33, lines 25-26; Figure 7, ref. 708). The framework manager operates to provide installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users (Pg. 33, line 28 - Pg. 34, line 14).

C.   Independent Claim 104

Independent claim 104 recites a computer program (Pg. 19, lines 26-27) embodied on a computer readable medium (Pg. 19, lines 11-13; Figure 1, refs. 114, 116, 120) for a framework manager (Pg. 29, lines 22-25; Figure 2, ref. 206) to provide installation management of a service in a network-based supply chain framework between at least two independent business entity users such as service providers (Pg. 29, line 16; Figure 2, ref. 204), vendors, resellers, manufacturers (Pg. 29, line 15; Figure 2, ref. 202) and the like.

The computer program comprises code (Pg. 22, line 31) for causing a framework manager using a network (Pg. 19, line 17; Figure 1, ref. 135) to (Pg. 30, lines 16-19; Figure 3, ref. 302) (a) receive information via the network including information relating to a service provided by a service provider from the service provider (Pg. 33, lines 19-22; Figure 7, ref. 702) and (b) receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer (Pg. 33, lines 22-24; Figure 7, ref. 704). The computer program comprises code for causing a framework manager using a network to (c) use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings (Pg. 33, lines 24-25; Figure 7, ref. 706). Evaluating factors include cost and service provider requirements (Pg. 31, lines 8-18; Figure 4, ref. 408), speed of time to site integration, speed of acquisition (Pg. 30, line 33 - Pg. 31, line 2; Figure 4, ref. 402), duplication reduction, procurement rationalization, transportation

rationalization (Pg. 31, lines 2-4; Figure 4, ref. 404), and reduced inventories (Pg. 31, lines 5-6; Figure 4, ref. 406).

The computer program comprises code for causing a framework manager using a network to (d) use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool (Pg. 33, line 32 - Pg. 34, 2; Figure 6, ref. 208) which facilitates the transfer of the information received from the service provider and the information received from the manufacturer (Pg. 33, lines 25-26; Figure 7, ref. 708). The framework manager code provides the functionality of installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users (Pg. 33, line 28 - Pg. 34, line 14).

VI.   Grounds of Rejection to Be Reviewed on Appeal

Claims 70, 73-76, 87, 90-93, 104, and 107-109 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent No. 6,167,378, to Webber (hereinafter *Webber*) in view of U.S. Patent No. 6,289,385, to Whipple et al. (hereinafter *Whipple*).

Claims 82-84, 86, 99-101, 103, and 112-115 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Webber* in view of *Whipple* in view of U.S Patent No. 6,373,498, to Abgrall (hereinafter *Abgrall*).

Claims 85 and 102 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over *Webber* in view of *Whipple* in view of *Abgrall* in view of U.S. Patent No. 5,991,735, to Gerace (hereinafter *Gerace*).

VII. Argument

A. Discussion of References

1. The *Webber* Reference

Webber is directed to a method and system for drafting, ratifying, and storing digital contracts. The contracts automatically perform their intended and programmed purpose when they are triggered by selected events. In part, the contracts and the instructions regarding functions contained within contracts are linked based on their common purpose, that is, a specific product or service. See *Webber* at Abstract.

2. The *Whipple* Reference

Whipple is directed to a computer workspace comprising a plurality of memory slots, each of which is operable to store at least one object. The computer workspace further comprises a permissibility framework in communication with the computer workspace that maintains access rights to each memory slot. The computer workspace further comprises an event manager in communication with the memory slots and the permissibility framework that is operable to generate messages in response to the memory slots being accessed and further in response to the access rights maintained by the permissibility framework. See *Whipple* at Abstract.

3. The Abgrall Reference

Abgrall is directed to a method and apparatus to display an image having an image format compatible with the operating system of a computer system. Content of a system file corresponding to a transition of the operating system is created using the image in a system directory. See *Abgrall* at Abstract.

4. The *Gerace* Reference

Gerace is directed to a computer network method and apparatus providing targeting of appropriate audience based on psychographic or behavioral profiles of end users. See *Gerace* at Abstract.

B. The rejection of Claims 70, 73-76, 82-87, 90-93, 99-104, 107-109, and 112-115 should be reversed.

Appellant respectfully requests that the Board reverse the Examiner's rejections of claims 70, 73-76, 82-87, 90-93, 99-104, 107-109, and 112-115 under 35 U.S.C. § 103(a).

1. Claims 70, 73-76, 87, 90-93, 104, and 107-109 are patentable over *Webber* in view of *Whipple*.

The initial burden of establishing a *prima facie* case of obviousness rests on the Examiner, and, in rejecting claims 70, 73-76, 87, 90-93, 104, and 107-109 as obvious under 35 U.S.C. § 103(a), the Examiner has not established a *prima facie* case. See M.P.E.P. § 2142, 8th Ed. (July 2008). Establishing a *prima facie* case of obviousness requires a "clear articulation of the reason(s) why the claimed invention would have been obvious," making rejections based on "mere conclusory statements" unsustainable. *Id.* Along the same lines, any rejection based on obviousness must include a determination of: (1) the scope and content of the prior art, (2) the differences between the claimed invention and the prior art, and (3) the level of ordinary skill in the art. See M.P.E.P § 2141. Because the Office Action bases rejections of the identified claims on merely "conclusory" statements and otherwise fails to adequately conduct the required threshold factual inquiries detailed above, the Office Action failed to establish a *prima facie* case of obviousness with respect to rejected claims 70, 73-76, 87, 90-93, 104, and 107-109.

a.   Independent Claim 70

Claim 70 recites a method for a framework manager to provide installation management

of a service in a network-based supply chain framework between at least two independent

business entity users such as service providers, vendors, resellers, manufacturers and the like.

Among other things, the method comprises:

- causing a framework manager using a network to use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements, speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories; and

- causing a framework manager using a network to use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer;

- the framework manager providing installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users.

See Claim 70 (emphasis added). *Webber* in view of *Whipple* fails to teach or suggest at least

the claimed "manag[ing] installations," "a service provider" for which a "framework manager

us[es] a network to . . . manage installations," and "use of a collaborative planning tool."

> **i.   *Webber* in view of *Whipple* fails to teach or suggest the claimed "causing a framework manager . . . to use and evaluate the information . . . to match the service to the offerings" recited in independent claim 70.**

The present invention recites, *inter alia,* "causing a framework manager using a network

to use and evaluate the information provided by the service provider via the network and the

manufacturer to match the service to the offerings, evaluating factors that include cost and

service provider requirements." *See* claim 70(c). *Webber* fails to teach or suggest at least these

features of the claimed invention.   Moreover, *Whipple* does not make up for this deficiency in

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Customer No. 81,331
Attorney Docket No. 10761.0194-00

Webber. The Office Action confirms this by not relying on *Whipple* in combination with *Webber* to teach or suggest this limitation.

In the Office Action, the Examiner unpersuasively argued that *Webber* "discloses using and evaluating the information provided by the service provider via the network and the manufacturer to match the service to the offerings." Office Action at 4 (citing *Webber* at col. 20, lines 15-21 and 29-42). See also Office Action at 6 (citing *Webber* at Fig. 4; col. 19, lines 9-26; col. 9, lines 47-52; col. 20, lines 29-42; col. 8, line 65 - col. 9, line 17). However, a plain reading of *Webber*, and review of the specific citations reveals the citations do not support the Examiner's position, and *a priori, Webber* is inapplicable prior art.

Webber discloses a method that automates a supply chain for goods between manufacturers, retailers, and other intermediary parties. See *Webber* at Fig. 4 (detailing multiple parties operating to supply goods to seller and ultimately consumer, but not providing any illustration or other suggestion of evaluation of services or goods provided by the individual participating members of a supply chain); col. 3, lines 37-41 (describing invention as automating supply chain of a product); col. 6, lines 13-17 (same). *Webber* endeavors to integrate contracts among the separate entities participating in the supply chain such that fulfillment of those contracts proceeds automatically. See *id.* at Abstract, lines 9-12; col. 6, lines 47-51 (describing automated activity upon the occurrence of specified events). *Webber* implicitly limits its application to the facilitation of requirements contracts whose performance is not completed upon one iteration. See *id.* at col. 3, lines 50-51. ("Another object of the invention is that the repetition of routine transactions is fully automated."); col. 12, lines 43-67 (citing example of winery in which repetitive contracts would be used for repeating transactions). *Webber*, however, fails to disclose any evaluation of the information that would be received by two separate independent parties in an effort to match service provider needs and manufacturing offerings.

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In fact, *Webber* teaches the opposite; evaluation and matching occur through user submission and ratification of contracts available, necessarily a non-automated user-involved function. *See Webber* at col. 8, lines 25-33. Once ratified, the contracts are stored in the database and activated when pre-defined contractual events occur. *See Webber* at col. 9, lines 12-14. Hence, at the beginning of the process disclosed by *Webber,* before *Webber's* automated supply chain invention operates, the users must evaluate the contracts available and select the appropriate supplier. The present invention performs evaluation before ratification occurs. *Webber* fails to teach or disclose this non-obvious feature. This alone renders these claims patentable.

In addition, the sections of *Webber* relied upon by the Office Action fail to teach the evaluation of information received because doing so conflicts with the central purpose of *Webber* which is to automate contracts. *Webber* explicitly discloses linking ratified contracts that may then function without further human interaction. *Webber* at col. 6, lines 28-51 describes the intended operation of ratified contracts without human involvement. The cited text can only be harmonized with the remaining disclosure of *Webber* such that a buyer may post a request based on a pre-ratified contract, which then may be fulfilled by a seller who has those goods for shipment, also completed with a pre-ratified contract. When those goods are made available, the system automatically initiates the process of *Webber,* not based on some earlier evaluation, but on terms previously agreed between the parties. Unlike *Webber,* the present invention evaluates server provider requirements and manufacture offerings without pre-selection performed by the entities. Additionally, *Webber* at col. 20, lines 29-42 and lines 15-21 fails to disclose or teach evaluation of information. *Webber* at col. 20, lines 15-21 discloses storing a request to purchase goods or services until a supplier posts a proposal to sell the goods or services. *Webber* at col. 20, lines 29-42 discloses searching a "master list" of suppliers if the requested good is entirely unavailable. In both cases, no *evaluation* of

information is disclosed. All that occurs is making contact with an alternate supplier who may have the requested item. Therefore, there is no *evaluation* of the information.

The other sections of *Webber* cited to support the Examiner's position do not disclose "causing a framework manager using a network to use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements" as recited in claim 70. *Webber* at col. 19, lines 9-26 discloses automation of contract fulfillment ; *Webber* at col. 9, lines 47-52 addresses execution of a digital contract, noting that contracts are linked for the supply of goods or services. *Webber* at col. 8, line 65 - col. 9, line 17 discusses the capture of information and provision of links, but continues with the "link[ing]" of contracts that forms the precursor to the automation feature discussed in later sections of the specification. *See Webber,* col. 9, lines 12-15; col. 9, lines 2-4. If anything, this section again promotes the intended benefit of the *Webber* invention - automation. What it does not reflect is an evaluation of information as claimed..

By contending that *Webber* discloses "causing a framework manager using a network to use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings" when adequate support for such a contention is lacking, the Office Action fails to adequately determine "the scope and content of the prior art." Therefore, the Office Action fails to make a *prima facie* case of obviousness.

> ii. ***Webber* in view of *Whipple* fails to teach or suggest the claimed "manag[ing] installations" recited in independent claim 70.**

Appellant respectfully submits that *Webber* does not teach or suggest "causing a framework manager using a network to use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from

the manufacturer. Moreover, *Whipple* does not make up for this deficiency in *Webber*. The Office Action confirms this by not relying on *Whipple* in combination with *Webber* to teach or suggest this limitation.

The Office Action depends solely on its assertion that "*Webber* discloses installations . . . computer service providers . . . and that the information can be utilized to manage a wide range of relations between manufacturers, service providers, and clients" in order to conclude that "it would have been obvious to one having ordinary skill in the art at the time the invention was made . . . that *Webber*'s contracts management matching and managing method can involve contracts involving installation management." *See* Office Action at page 2.

The Office Action first concedes that *Webber* does not explicitly disclose "that the service and manufacturer offerings information is utilized to manage installations." However, the Office Action (citing *Webber* at col. 16 lines 20-25; col. 6, lines 13-23; col. 19, lines 9-26; col. 3, lines 60-65; col. 14, lines 48-54; and col. 17, lines 24-31) argues that "*Webber* discloses installations[;] computer service providers[;] and that the information can be utilized to manage a wide range of relations between manufacturers, service providers, and clients." Office Action at page 2. This is not correct.

Webber at col. 16, lines 20-25 at most reveals that the templates for drafting contracts are installed on computers: "Contracts are drafted on the [communications and activity platform] CAP. This is done with CAP templates [that] can be distributed to users as a separate toolkit to be installed on their own computers." *See Webber* at col. 16, lines 20-23. Teaching that contract drafting templates may be installed on a computer, however, does not lead to an implication that "*Webber*'s contracts management matching and managing method can involve contracts involving installation management." This is because teaching that a template tool may be installed on a computer, without more, does not teach anything about whether or how to manage template installation, let alone what steps or process that would be involved in

managing template installation, and further whether or how to incorporate template installation into *Webber*'s contracts management matching and managing method.

The reference in *Webber* to template installation constitutes only a passing comment relating to establishing the system disclosed by *Webber*. To argue that *Webber* discloses installations is disingenuous and misleading at best, as the work "install" is extracted from its surrounding context. Clearly, *Webber* has no focus on software installation as a use for its disclosed invention. Moreover, *Webber* is focused on dealing with recurring events, such as fulfilling terms of contracts. *Webber* implicitly limits its application to the facilitation of requirements contracts whose performance is not completed upon one iteration. *See Webber* at col. 3, lines 50-51. ("Another object of the invention is that the repetition of routine transactions is fully automated."); col. 12, lines 43-67 (citing example of winery in which repetitive contracts would be used for repeating transactions). Due to *Webber* 's focus on recurring events, application of *Webber* is useless in the installation context because the template installation referred to by *Webber* is not a recurring event.

Without reference to installation management as recited in claim 70, the Office Action's conclusion of obviousness is without support. As such, the references cited fail to demonstrate obviousness of "causing a framework manager using a network to use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer," as recited in claim 70.

Further, the Office Action asserts that "installation management is an obvious form of contracts managements" and that "installation management is a type of contracts management." *See* Office Action at pages 3, 7, and 16. However, the Office Action fails to adequately support its assertion that "installation management is a type of contracts management." Appellant respectfully submits that clear error in the rejection presented in the Office Action is evidenced

by the Examiner's reliance on its conclusion that "installation management is a type of contracts management."

The Examiner did not follow M.P.E.P. procedure for relying on "common knowledge."

Appellant also submits that the Examiner failed to follow the procedure that is outlined in M.P.E.P. § 2144.03 for relying on common knowledge. M.P.E.P. § 2144.03 states that "[i]n certain circumstances where appropriate, an examiner may take official notice of facts not in the record or rely on 'common knowledge' in making a rejection . . . ." Appellant respectfully submits that the Examiner has never taken Official Notice of the above-quoted conclusion, nor did the Examiner follow the procedure that is outlined in M.P.E.P. § 2144.03 for taking Official Notice or for relying on "common knowledge."

The Examiner has not Provided A Technical Line of Reasoning That is Clear and Unmistakable.

Citation of facts unsupported by documentary evidence is governed by M.P.E.P. § 2144.03:

> [T]he basis for such reasoning must be set forth explicitly. The examiner must provide specific factual findings predicated on sound technical and scientific reasoning to support his or her conclusion of common knowledge. See *Soli*, 317 F.2d at 946, 37 USPQ at 801; *Chevenard*, 139 F.2d at 713, 60 USPQ at 241. The applicant should be presented with the explicit basis on which the examiner regards the matter as subject to official notice so as to adequately traverse the rejection in the next reply after the Office action in which the common knowledge statement was made.

M.P.E.P. § 2144.3. Appellant respectfully submits that the Examiner has not followed the above-quoted M.P.E.P. procedure. By simply stating his conclusion that installation management is a form of contracts management, the Examiner has neither provided "specific factual findings predicated on sound technical and scientific reasoning to support his . . . conclusion of common knowledge" nor presented Appellant "with the explicit basis on which the examiner regards the matter as subject to official notice so as to adequately traverse the rejection." M.P.E.P. § 2144.03.

The Examiner's Conclusions Do Not "Defy Dispute."

M.P.E.P. § 2144.03, quoting *In re Knapp Monarch Co.*, 296 F.2d 230, 132 USPQ 6 (CCPA 1961), states that "the notice of facts beyond the record which may be taken by the examiner must be 'capable of such instant and unquestionable demonstration as to defy dispute.'" Appellant respectfully submits that it is not beyond dispute that "installation management of a service," as recited in each of the independent claims 70, 87, and 104, is an obvious form of contracts management. Indeed, Appellant respectfully submits that the installation management of a service, as recited in the claims, is NOT a form of the contracts management, especially the kind of contracts management that is described in *Webber*. As asserted in several of the above-cited responses to several Office Actions, Appellant submits that the contracts management in *Webber* involves contract fulfillment in a supply chain. The disclosed contracts management does not teach or suggest "installation management of a service." Therefore, the reliance by the Examiner on his conclusions in establishing *Webber* as the primary obviousness reference, is misplaced.

The Examiner's Conclusions Do Not Merely "Fill In The Gaps" In The Rejections "In An Insubstantial Manner."

According to M.P.E.P. § 2144.03,

> [a]ny rejection based on assertions that a fact is well-known or is common knowledge in the art without documentary evidence to support the examiner's conclusion should be judiciously applied. Furthermore, as noted by the court in *Ahlert*, any facts so noticed should be of notorious character and serve only to "fill in the gaps" in an insubstantial manner which might exist in the evidentiary showing made by the examiner to support a particular ground for rejection.

M.P.E.P. § 2144.03. Appellant respectfully submits that, without the Examiner's misplaced reliance on his conclusion that "installation management" is an obvious form of contracts management, *Webber* is a much less tenable reference in the Examiner's obviousness rejection. Thus, the Examiner's reliance on his conclusion does more than "'fill in the gaps' in

an insubstantial manner" in the Examiner's evidentiary showing for supporting his obviousness rejection.

Because the Office Action's contention that the *Webber* contracts management matching and managing method can involve contracts involving installation management hinges on its inadequately supported claims that *"Webber* discloses installations . . . computer service providers . . . and that the information an be utilized to manage a wide range of relations between manufacturers, service providers, and clients" and that "installation management is a type of contracts management," the Office Action fails to show that *Webber* discloses Appellant's recited element of "causing a framework manager using a network to use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer."

By contending that *Webber* discloses installation management when adequate support for such a contention is lacking, the Office Action fails to adequately determine "the scope and content of the prior art." Therefore, the Office Action fails to make a *prima facie* case of obviousness.

> iii. ***Webber*** **in view of** ***Whipple*** **fails to teach or suggest "a service provider" as one of the "independent business entity users" for which a "framework manager us[es] a network to . . . manage installations" recited in independent claim 70.**

In order to support its conclusion that *"Webber's* contracts management matching and managing method can involve contracts involving installation management," the Office Action made the assertion that *"Webber* discloses . . . computer service providers." Office Action at page 2. Appellant respectfully disagrees and submits that *Webber* does not teach or suggest "a service provider" as one of the "independent business entity users" for which a "framework manager us[es] a network to . . . manage installations" recited in independent claim 70.

Moreover, *Whipple* does not make up for this deficiency in *Webber*. The Office Action confirms this by not relying on *Whipple* in combination with *Webber* to teach or suggest this limitation.

Webber at col. 6, lines 13-23 at most reveals that "the system may operate advantageously as a private or an Internet Service Provider." *Webber* at col. 6, lines 17-29. Teaching that the system may be <u>implemented</u> as an ISP, however, does not lead to an implication that a computer service provider may be one of the "independent business entity users" for which a "framework manager us[es] a network to . . . manage installations," as recited in claim 70. This is because teaching that a system may be <u>implemented</u> as an ISP, without more, does not teach anything about whether or how to manage installations, let alone whether or how to "use . . . a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer" or "the framework manager provid[ing] installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users," as recited in claim 70.

The reference in *Webber* to ISPs constitutes another passing comment relating to establishing the system disclosed by *Webber*. To argue that *Webber* discloses that ISPs are one of the "independent business entity users" for which a "framework manager us[es] a network to . . . manage installations," as recited in claim 70, is also disingenuous and misleading at best, as the work "ISP" is extracted from its surrounding context. Clearly, *Webber* has no focus on ISPs installing software as a use for its disclosed invention. Without reference to an ISP as "one of the "independent business entity users" for which a "framework manager us[es] a network to . . . manage installations," as recited in claim 70, the Office Action's conclusion of obviousness is without support. By contending that *Webber* discloses an ISP as "one of the "independent business entity users" for which a "framework manager us[es] a network to . . . manage installations" when adequate support for such a contention is lacking, the Office Action

fails to adequately determine "the scope and content of the prior art." Therefore, the Office

Action again fails to make a *prima facie* case of obviousness.

> iv. ***Webber* in view of *Whipple* fails to teach or suggest "use of a collaborative planning tool" recited in independent claim 70.**

The present invention recites, *inter alia,* the use of a "collaborative planning tool" to

facilitate the transfer of information during installation. Both of the cited references fails to teach

or suggest these limitations of the claims.

The Examiner cited to the below-identified locations in *Webber* to demonstrate the use

of a collaborative planning tool. However, the Examiner's citations to *Webber* fail to

demonstrate the use of a **"collaborative planning tool** which facilitates the transfer of the

information received from the service provider and the information received from the

manufacturer" recited in claim 70, as the citations only disclose automated events occurring

upon initiation of a pre-planned contract event. *See Webber* at col. 19, lines 9-26 (disclosing an

example of automated supply chain activity using pre-approved contracts); col. 3, lines 60-65

(disclosing simultaneous operation of *Webber* invention for all parties and contracts; failing to

disclose any collaborative planning tool); col. 14, lines 48-54 (identifying classes of sellers;

failing to disclose any collaborative planning tool); col. 6, lines 24-28 (discussing providing a

toolkit to draft contracts for use in the invention but failing to disclose how or if such a toolkit is

collaborative planning tool, being that the automated environment of *Webber* does not utilize

such a tool); col. 16, lines 18-40 (disclosing the drafting and linking of preapproved contracts,

but failing to teach or disclose how that assists in collaborative planning); col. 20, lines 10-15

(describing integration with other systems but failing to discuss collaborative planning between

separate entities); Fig. 9 (disclosing unidirection separate entity transmissions to the central

CAP system); col. 6, lines 13-24 (introductory paragraph failing to disclose or suggest a

collaborative planning tool); Fig. 2, item 260 (disclosing communications and activity platform

generally); col. 14, lines 4-11 (disclosing only separate functions of the CAP, but not a collaborative planning tool to facilitate planning between entities).

The Examiner also cited to *Whipple* at col. 1, lines 27-31 to disclose planning. See Office Action at page 20. However, the Examiner's citation to *Whipple* fails to demonstrate the use of a **"collaborative planning tool** which facilitates the transfer of the information received from the service provider and the information received from the manufacturer" recited in claim 70 (emphasis added), as the citation only discloses "enterprise and site planning. To argue that *Whipple* discloses planning is disingenuous and misleading at best, as the work "planning" is extracted from its surrounding context. Clearly, *Whipple* has no focus on collaborative planning tools. In relying on *Whipple* to disclose "planning," the Examiner fails to explain how the disclosure of planning is equivalent to the claim limitation of a "collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer" recited in claim 70 " *See* Office Action at page 20.

Moreover, while the Examiner may rely on *Webber* and *Whipple* in combination, there is no explanation as to how the combination of the references operates to obviate the claim limitation of use of a "collaborative planning too which facilitates the transfer of the information received from the service provider and the information received from the manufacturer" recited in claim 70. The Examiner has failed to provide a rejection supported by adequate reasoning, which is entirely inappropriate. Because the Examiner has admitted the non-obviousness of Appellant's invention through his failure to address substantive arguments, the Examiner has effectively concurred that Appellant's invention is patentable, and the rejection should be withdrawn.

v. The Office Action Does Not Establish a *Prima Facie* Case that Independent Claim 70 is Obvious in View of *Webber* and *Whipple.*

As explained above, neither *Webber* nor *Whipple* teaches the above-quoted elements

recited in claim 70. Thus, the Office Action failed to properly set forth the scope and content of

Webber and *Whipple,* and to delineate the differences between claim 70 and the cited

references. Without the proper framework for assessing obviousness under 35 U.S.C. § 103,

the Office Action fails to clearly articulate any reason why claim 1, as a whole, would have been

obvious in view of *Webber* and *Whipple.*

The Patent Office has the burden to provide some tenable rationale as to *why* and *how*

one of ordinary skill in the art would combine *Webber* and *Whipple* so as to arrive at the

combination recited in claim 70. In the Office Action, no such tenable rationale is provided. The

assertions in the Office Action cited as rationale for the obviousness of modifying *Webber* by the

teachings of *Whipple* are essentially conclusory statements that the identified modifications

could be performed. And ultimately, even if *Webber* were modified as the Office Action

proposes, the resultant method would not feature the above quoted elements of claim 70.

With respect to the rejection of claim 70, the Office Action asserts,

- "[I]t would have been obvious to one having ordinary skill in the art at the time the invention was made . . . that Webber's contracts management matching and managing method can involve contracts involving installation management . . . because installation management is an obvious form of contracts managements that involves several parties." *See* Office Action at pages 2-3, 7, and 16.

- "[I]t would have been obvious to one having ordinary skill in the art at the time the invention was made to add Whipple's framework manager to Webber's first business entity in project management . . . in order to expand the flexibility and extensiveness of the project management that Webber discloses." *See* Office Action at page 3[2].

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[2] The Office Action includes another assertion of rationale for combining *Webber* and *Whipple* at pages 20-22. However, as the conclusion of the assertion is that "the combination of the prior art renders obvious milestone planning, which is the subject of claim 73, that assertion is not discussed here. Instead, it is discussed below in connection with the rejection of Claim 73.

At best, the Office Action's conclusory assertions could be considered assertions that the proposed modifications could be performed. However, "[t]he mere fact that a reference can be combined or modified does not render the resultant combination [or modification] obvious unless the results would have been predictable to one of ordinary skill in the art." M.P.E.P. § 2143.01 (emphasis in original). Combining *Whipple* and *Webber* would not result in a predictable variation of Appellant's invention because a hypothetical *Webber* and *Whipple* combination, which, as noted above, would lack recited elements, would not result in the elements recited in claim 70 of the present application. Because it would lack a recited element of Appellant's invention, it would not be a predictable variation of Appellant's invention.

For at least these reasons, a *prima facie* case of obviousness with respect to claim 70 has not been established and, therefore, the rejections of claim 70 under 35 U.S.C. §103 as being obvious over *Webber* in view of *Whipple* are improper and should be withdrawn.

Appellant has thus shown above that independent claim 70 is allowable over *Webber* in view of *Whipple*. Additionally, claims 73-76 are also allowable as they depend from claim 70.

b.   Dependent Claims 73-76

For at least the reasons stated above with respect to claim 70 therefor, claims 73-76 are also allowable as they depend from claim 70. In addition to the arguments presented above, Appellant submits that dependent claim 73 is allowable for additional reasons. Claim 73 was rejected on the basis that *Webber* additionally discloses "the first business entity using the network to: facilitate milestone-based project planning between the matched service provider and the manufacturer." *See* Office Action at page 8. Appellant respectfully disagrees with this characterization first because, as claimed, it is the recited framework manager (not a first business entity) that "us[es] the network to facilitate milestone-based project planning between the matched service provider and the manufacture," and second, *Webber* fails to teach or suggest the use of milestone-based project planning.

As previously discussed, *Webber* discloses a method that automates a supply chain for the sale of goods between manufacturers, sellers, and other intermediate parties. *See Webber* at Fig. 4, col. 3, lines 37-38; and col. 6, lines 13-17. The purpose of the *Webber* invention is to integrate contracts among the separate entities participating in the supply chain such that fulfillment proceeds automatically with preratified contracts. *See Webber* at Abstract, lines 9-12 and col. 6, lines 47-51.

Webber, however, fails to disclose, teach or suggest the facilitation on the part of the framework manager of milestone-based project planning used by the individual entities. Citations provided in the Office Action that purport to demonstrate the obviousness of this claim limitation fail to provide such support. Indeed, all citations are inapposite to providing such support because the citations do not provide the suggestion or teaching of use of milestone-based project planning by the entities, which is facilitated by the framework manager. See *Webber* at col. 17, lines 24-31 (discussing automation of contract fulfillment based upon a specific time schedule, but failing to provide any disclosure or suggestion as to how automation along a time schedule amounts to facilitating use of milestone-based project planning with the network-using a framework manager); col. 19, lines 9-26 (again discussing automation of contract fulfillment without reference or suggestion to planning that is milestone-based); col. 3, lines 60-65 (describing object and advantage of invention and simultaneous operation among several suppliers/sellers, but again failing to discuss planning); and col. 14, lines 48-54 (in the context of the entire paragraph from lines 44-58, discussing encryption or security that is included in the communications link of the disclosed invention, but failing to disclose or teach or suggest use of milestone-based project planning or how planning fits within the invention disclosed).

Such citations allegedly lend support to facilitating project planning used by the framework manager, but the plain language of the claim indicates this interpretation is improper;

the claim clearly discloses that the planning is done between the matched service provider and the manufacturer, and facilitated by the framework manager. Thus, *Webber* does not teach the use of milestone-based project planning as recited in claim 73. Moreover, *Whipple* does not make up for this deficiency in *Webber*. The Office Action confirms this by not relying on *Whipple* in combination with *Webber* to teach or suggest this limitation. Without adequate support for the assertion that *Webber* provides the additional disclosure of the limitations claimed in the present invention, rejection based upon *Webber* and *Whipple* is inappropriate, and the rejection based upon 35 U.S.C. § 103(a) should be withdrawn.

In addition, the Office Action failed to properly set forth the scope and content of *Webber* and *Whipple*, and to delineate the differences between claim 73 and the cited references. Without the proper framework for assessing obviousness under 35 U.S.C. § 103, the Office Action fails to clearly articulate any reason why claim 73, as a whole, would have been obvious in view of *Webber* and *Whipple.*

Further, the Office Action fails to provide a tenable rationale as to *why* and *how* one of ordinary skill in the art would combine *Webber* and *Whipple* so as to arrive at the combination recited in claim 73. The assertions in the Office Action cited as rationale for the obviousness of modifying *Webber* by the teachings of *Whipple* are based on incorrect interpretations of the cited references. And ultimately, even if *Webber* were modified as the Office Action proposes, the resultant method would not feature the above quoted elements of claim 73.

With respect to the rejection of claim 70, the Office Action asserts, [T]here is suggestion or motivation to combine *Webber* and *Whipple*." Office Action at page 20. The Office Action further asserts,

> Webber and Whipple disclose project management features. And, Whipple provides obvious extension of the project management capabilities of Webber. . . . Additionally, Webber in view of Whipple discloses extensive project planning features. And, Webber discloses project planning with specific time periods and time frames where goals and/or objectives must be met (col 17 lines 24-31; col 19, lines 55-65). Hence, the combination of the prior art renders obvious milestone-based project planning.

Office Action at page 22.

As noted above, *Webber* col. 17, lines 24-31 discusses automation of contract fulfillment based upon a specific time schedule, but fails to provide any disclosure or suggestion as to how automation along a time schedule amounts to facilitating use of milestone-based project **planning** with the network-using a framework manager. *Webber* col. 19, lines 55-65 again discusses **implementing** contracts by automatically calculating "at the time specified in contracts, all instructions, transactional data/reports and automatic EFT" without reference or suggestion to **planning** that is milestone-based. In neither those two sections of *Webber,* nor elsewhere in *Webber,* is there disclosure of the recited milestone-based project planning.

As noted above, combining *Whipple* and *Webber* would not result in a predictable variation of Appellant's invention because a hypothetical *Webber* and *Whipple* combination, which would lack recited elements, would not result in the elements recited in claim 70 of the present application. Additionally, it would not result in the elements recited in claim 73. Because it would lack recited elements of Appellant's invention, it would not be a predictable variation of Appellant's invention as recited in claim 73. Therefore, claim 73 would be allowable.

c.   Independent Claim 87 and Dependent Claims 90-93

Appellants have shown above that independent claim 70 is allowable over *Webber* in view of *Whipple*. Independent claim 87, although different in scope from claim 70, recites elements similar to claim 70 and was rejected for similar reasons. *See* Office Action at pages 2-5. For at least the reasons stated above with respect to claim 70, claim 87 is also allowable.

Additionally, claims 90-93 are also allowable as they depend directly or indirectly from claim 87. Further, In addition to the arguments presented above, Appellant submits that dependent claim 90 is allowable for additional reasons. Claim 90, although different in scope from claim 73, recites elements similar to claim 73 and was rejected for similar reasons. *See*

Office Action at page 8. For at least the reasons stated above with respect to claim 73, claim 90 is also allowable.

d. Independent Claim 104 and Dependent Claims 107-109

Appellant has shown above that independent claim 70 is allowable over *Webber* in view of *Whipple*. Independent claim 104, although different in scope from claim 70, recites elements similar to claim 70 and was rejected for similar reasons. *See* Office Action at pages 2-5. For at least the reasons stated above with respect to claim 70, claim 104 is also allowable.

Additionally, claims 107-109 are also allowable as they depend from claim 104. Further, In addition to the arguments presented above, Appellant submits that dependent claim 107 is allowable for additional reasons. Claim 107, although different in scope from claim 73, recites elements similar to claim 73 and was rejected for similar reasons. *See* Office Action at page 8. For at least the reasons stated above with respect to claim 73, claim 107 is also allowable.

2. Claims 82-84, 86, 99-101, 103, and 112-115 are patentable over *Webber* in view of *Whipple* in view of *Abgrall*.

The Office Action rejects dependent claims 82-84, 86, 99-101, 103, and 112-115 under 35 U.S.C. §103(a) as being unpatentable over *Webber* in view of *Whipple* and further in view of *Abgrall*. Office Action at page 11. Appellant has demonstrated above that independent claims 70, 87, and 104 (from which claims 82-84, 86, 99-101, 103, and 112-115 directly or indirectly depend) are patentable over *Webber* in view of *Whipple* at least because *Webber* and *Whipple*, whether used alone or in combination, fail to teach or suggest certain elements of claims 70, 87, and 104. Because a dependent claim necessarily includes each and every limitation present in the claim it depends from, and because *Abgrall* does not teach at least the elements of claims 70, 87, and 104 that *Webber* and *Whipple* fail to teach, the Office Action's rejection of claims 82-84, 86, 99-101, 103, and 112-115 as being unpatentable over *Webber* in view of *Whipple* and further in view of *Abgrall* is improper and should be reversed.

3.   **Claims 85 and 102 are patentable over *Webber* in view of *Whipple* in view of *Abgrall* in view of *Gerace*.**

The Office Action rejects dependent claims 85 and 102 under 35 U.S.C. § 103(a) as being unpatentable over *Webber* in view of *Whipple* and further in view of *Abgrall*, and further in view of *Gerace*. See Office Action at page 13. Appellant has demonstrated above that independent claims 70 and 87 (from which claims 85 and 102 indirectly depend) are patentable over *Webber* in view of *Whipple* at least because *Webber* and *Whipple*, whether used alone or in combination, fail to teach or suggest certain elements of claims 70 and 87. Because a dependent claim necessarily includes each and every limitation present in the claim it depends from, and because neither *Abgrall* nor *Gerace* teaches at least the elements of claims 70 and 87 that *Webber* and *Whipple* fail to teach, the Office Action's rejection of claims 88 and 102 as being unpatentable over *Webber* in view of *Whipple* in view of *Abgrall* in view of *Gerace* is improper and should be reversed.

C. Conclusion

Because the references cited by the Examiner fail to render the claimed subject matter obvious under 35 U.S.C. § 103(a), Appellant requests reversal of the Examiner's rejection.

Please grant any extension of time required to enter this Appeal Brief and charge any additional required fees to Deposit Account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

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VIII.   Claims Appendix

1. - 69. (Canceled).

70.   A method for a framework manager to provide installation management of a service in a network-based supply chain framework between at least two independent business entity users such as service providers, vendors, resellers, manufacturers and the like, the method comprising:

causing a framework manager using a network to:

(a)   receive information via the network including information relating to a service provided by a service provider from the service provider;

(b)   receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer;

(c)   use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements, speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories; and

(d)   use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer;

wherein the framework manager provides installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users.

71. - 72.   (Canceled).

73.   A method as recited in claim 70, further comprising the framework manager using the network to:

facilitate milestone-based project planning between the matched service provider and the manufacturer.

74.   A method as recited in claim 70, further comprising the framework manager using the network to:

display the manufacturer offerings of the matched manufacturer to the matched service provider using the network, and display the services provided by the matched service provider to the matched manufacturer.

75.   A method as recited in claim 70, wherein the information of the manufacturer includes information relating to the availability of the manufacturer offerings.

76.   A method as recited in claim 75 further comprising the framework manager using the network to:

notify the service provider of the availability of the manufacturer offerings that match a service installation.

77. - 81.   (Canceled).

82.   A method as recited in claim 70 for interacting with the business entity user in the network-based environment during installation management of a service in order to enhance visibility, further comprising:

(a)   identifying the business entity user;

(b)   collecting information about the business entity user, wherein the information relates to the installation of a service;

(c)   building a profile of the business entity user based on the collected information, including storing the collected information externally, checking the collected information for omissions, errors, and duplications, and processing the collected information to produce the profile;

(d)   managing a plurality of different contents;

(e)   analyzing the profile and the contents in order to match attributes of the profile of the business entity user and attributes of the contents;

(f)   selecting the contents which have attributes that match the attributes of the profile of the business entity user; and

(g)   delivering the selected contents to the business entity user.

83.   A method as recited in claim 82, further comprising analyzing the profile in real time.

84.   A method as recited in claim 82, further comprising:

identifying a time when the business entity user last viewed the contents, and indicating portions of the contents that have been modified or added since the time when the business entity user last viewed the contents.

85.   A method as recited in claim 82, further including the business entity user by using a cookie, receiving user input, and digital certificates.

86.   A method as recited in claim 82, further comprising:

allowing the business entity user to rate the contents.

87.   A system for a framework manager to provide installation management of a service in a network-based supply chain framework between at least two independent business

entity users such as service providers, vendors, resellers, manufacturers and the like, the system comprising:

a network having a framework manager operating thereon to:

(a)   receive information via the network including information relating to a service provided by a service provider from the service provider;

(b)   receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer;

(c)   use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements, speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories; and

(d)   use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer;

wherein the framework manager operates to provide installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users.

88. - 89.   (Canceled).

90.   A system as recited in claim 87, further comprising the framework manager using the network to:

facilitate milestone-based project planning between the matched service provider and the manufacturer.

91.   A system as recited in claim 87, further comprising the framework manager using the network to:

display the manufacturer offerings of the matched manufacturer to the matched service provider using the network, and display the services provided by the matched service provider to the matched manufacturer.

92.   A system as recited in claim 87, wherein the information of the manufacturer includes information relating to the availability of the manufacturer offerings.

93.   A system as recited in claim 92 further comprising the framework manager using the network to:

notify the service provider of the availability of the manufacturer offerings that match a service installation.

94. - 98.   (Canceled).

99.   A system as recited in claim 87 for interacting with the business entity user in the network-based environment during installation management of a service in order to enhance visibility, further comprising:

(a)   identifying the business entity user;

(b)   collecting information about the business entity user, wherein the information relates to the installation of a service;

(c)   building a profile of the business entity user based on the collected information, including storing the collected information externally, checking the collected information for omissions, errors, and duplications, and processing the collected information to produce the profile;

(d)   managing a plurality of different contents;

(e)   analyzing the profile and the contents in order to match attributes of the profile of the business entity user and attributes of the contents;

(f)   selecting the contents which have attributes that match the attributes of the profile of the business entity user; and

(g)   delivering the selected contents to the business entity user.

100.   A system as recited in claim 99, further comprising analyzing the profile in real time.

101.   A system as recited in claim 99, further comprising:

identifying a time when the business entity user last viewed the contents, and indicating portions of the contents that have been modified or added since the time when the business entity user last viewed the contents.

102.   A system as recited in claim 99, further including the business entity user by using a cookie, receiving user input, and digital certificates.

103.   A system as recited in claim 99, further comprising:

allowing the business entity user to rate the contents.

104.   A computer program embodied on a computer readable medium for a framework manager to provide installation management of a service in a network-based supply chain framework between at least two independent business entity users such as service providers, vendors, resellers, manufacturers and the like, the computer program comprising:

code for causing a framework manager using a network to:

(a)   receive information via the network including information relating to a service provided by a service provider from the service provider;

(b)   receive information via the network including information relating to manufacturer offerings by a manufacturer from the manufacturer;

(c)   use and evaluate the information provided by the service provider via the network and the manufacturer to match the service to the offerings, evaluating factors that include cost and service provider requirements, speed of time to site integration, speed of acquisition, duplication reduction, procurement rationalization, transportation rationalization, and reduced inventories; and

(d)   use the service and manufacturer offerings information to manage installations through the use of a collaborative planning tool which facilitates the transfer of the information received from the service provider and the information received from the manufacturer;

wherein the framework manager code provides the functionality of installation management between the manufacturer and the service provider by facilitating the selection and installation of the service for both matched business entity users.

105. - 106.   (Canceled).

107.   A computer program embodied on a computer readable medium as recited in claim 104, further comprising code for the framework manager using the network to:

facilitate milestone-based project planning between the matched service provider and the manufacturer.

108.   A computer program embodied on a computer readable medium as recited in claim 104, further comprising code for the framework manager using the network to:

display the manufacturer offerings of the matched manufacturer to the matched service provider using the network, and display the services provided by the matched service provider to the matched manufacturer.

109.   A computer program embodied on a computer readable medium as recited in claim 104 further comprising code for the framework manager using the network to:

notify the service provider of the availability of the manufacturer offerings that match a service installation.

110. - 111.   (Canceled).

112.   A computer program embodied on a computer readable medium as recited in claim 104 for interacting with the business entity user in the network-based environment during installation management of a service in order to enhance visibility, further comprising:

(a)   code for identifying the business entity user;

(b)   code for collecting information about the business entity user, wherein the information relates to the installation of a service;

(c)   code for building a profile of the business entity user based on the collected information, including storing the collected information externally, checking the collected information for omissions, errors, and duplications, and processing the collected information to produce the profile;

(d)   code for managing a plurality of different contents;

(e)   code for analyzing the profile and the contents in order to match attributes of the profile of the business entity user and attributes of the contents;

(f)   code for selecting the contents which have attributes that match the attributes of the profile of the business entity user; and

(g)   code for delivering the selected contents to the business entity user.

113.   A computer program on a computer readable medium as recited in claim 112, further comprising code for analyzing the profile in real time.

114.   A computer program on a computer readable medium as recited in claim 112, further comprising code for:

identifying a time when the business entity user last viewed the contents, and indicating portions of the contents that have been modified or added since the time when the business entity user last viewed the contents.

115.   A computer program on a computer readable medium as recited in claim 112, further comprising code for:

allowing the business entity user to rate the contents.

IX.   Evidence Appendix

None.

X.   Related Proceedings Appendix

None.